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PUC PROJECT NO. 51830

REVIEW OF CERTAIN RETAIL	§	PUBLIC UTILITY COMMISSION
ELECTRIC CUSTOMER	§	
PROTECTION RULES	§	OF TEXAS

**TEXAS LEGAL SERVICES CENTER
AARP TEXAS
INITIAL COMMENTS ON
PROPOSAL FOR PUBLICATION OF AMENDMENTS OF 16 TAC §25.43, 25.471,
25.475, 25.479, AND 25.498 AND NEW §25.499
AS APPROVED AT THE JULY 29 OPEN MEETING
AUGUST 27, 2021**

Executive Summary

Texas Legal Services Center (TLSC) and AARP Texas support many provisions of the Proposed Rule and have recommended changes which are summarized as follows:

- Provider of Last Resort (POLR) service should be a standard retail service package that ensures stable, reasonable rates to an expanded group of customers, including customers of exiting Retail Electric Providers (REPs), customers on prepaid service and customers subject to switch-holds.
- POLR rates should reflect average prices being paid in the competitive market.
- Limiting the amount of the increase in the residential POLR rate by a fixed percent is worthy of consideration.
- Should the Commission choose to establish a POLR rate based on a formula using non-bypassable, customer and energy charges, customer load zones need to be defined and assumptions in the POLR calculation to increase the energy charge by 120% and add a 6¢ per kWh customer charge need to be explained and possibly adjusted.

- Should the Commission choose to establish a POLR rate based on non-bypassable, customer and energy charges, alternative POLR rate calculations should be considered including methods using Real-Time Settlement Point Price (RTSPP) data normalization and a weighted average for energy rate charges.
- Prohibit the marketing and sale of all indexed products and other products that pass through ancillary service charges to residential and small commercial customers.
- Should the Commission decide to allow indexed products and products that pass through ancillary service charges to residential and small commercial customers, the acknowledgement of risk should include a confirmation that the customer understands the pricing agreement and how to switch plans or REPs quickly if the prices increase.
- Add a provision to clarify that the Terms of Service (TOS) cannot be used as a vehicle for waiving statutory provisions or Commission rules.
- Require the TOS to be written in plain, easily understood language.
- Establish a process for review of TOS documents for compliance and take enforcement action against noncompliant REPs.
- Require REPs to submit an affidavit swearing to the compliance of the TOS with all applicable laws.
- Approve standard language for the entire TOS or for those portions governed by rule such as privacy of customer information and dispute resolution that should be the same for every REP.
- Make language about payment arrangements and security deposit waivers more detailed.
- When a plan has a rate subject to change, the Electricity Facts Label (EFL) should plainly show the lowest and highest rate charged under the plan or similar plans.

- In addition to referring customers to powertochoose.com on their bills, the bill should provide the Power to Choose phone number.
- The Commission needs to proactively monitor prepaid service plans for compliance with the rules.

I. Introduction

Texas Legal Services Center (TLSC) and AARP Texas offer these Comments on the Proposal for Publication of Amendments of 16 TAC §25.43, 25.471, 25.475, 25.479 and §25.498 and New §25.499 and the Preamble Question in its Review of Certain Retail Electric Customer Protection Rules (Proposed Rule). These comments are organized consistent with the organization of the draft rule amendments as requested and are formatted to facilitate review by the Staff.

II. Background

In its comments on the Strawman Rule filed on July 6, 2021 TLSC provided data to emphasize that poverty is widespread and that affording utility service is a challenge for low-income families. In the review of its customer protection rules the Commission must take into account the ability of all customers to maintain a continuous supply of power. All customers includes low-income families, elderly customers on fixed incomes, and persons with disabilities. Approximately one-third of all Texas households live with income at or below 200% of the Federal Poverty Level. The poorest of Texas families spend 29% of total household income on utilities.¹ The elderly, defined as 65 and older, represent 12.9% of the Texas population, approximately 3.75 million people.² Over 1.3 million Texans 65 and older rely completely on

¹ Fisher, Sheehan & Colton, THE HOME ENERGY AFFORDABILITY GAP 2020 (2ND SERIES), April 2021, Belmont, Massachusetts.

² <https://www.census.gov/quickfacts/TX>.

Social Security for their retirement income.³ The percentage of Texans with disabilities is 11.7%. Approximately 55 percent of Texans 75 and older had a disability. At every educational level, the average salaries of individuals with disabilities were lower than the salaries for individuals without disabilities, and the differences between salaries were larger as educational levels increased.⁴ Customers who are low-income, elderly and customers with disabilities can least afford increases in their utility bills and need to be protected by the Commission's rules.

Electricity is essential to modern life. The February Winter Storm provides all the proof we need that a continuous supply of electricity is necessary for health and safety. As the COVID crisis continues and the economy begins to recover universal access to reasonably priced power is more important than ever. We reiterate that many customers who are low-income, elderly and have disabilities need protection from the vagaries of the electricity market. When rules are adopted to assure that special needs customers have access to affordable utility service, all residential customers are well served.

These comments on the Proposed Rule introduce some aspects of the retail electric customer protection rules that are not addressed in the Proposed Rule but are pertinent to customer protection in the retail electricity market and within the scope of this rulemaking. Our concerns include protecting the statutory right of customers to privacy of information, maintaining the Commission's authority to resolve disputes between customers and retail electric providers (REPs), and creating a process for Commission review of terms of service agreements (TOS).

³https://www.aarp.org/content/dam/aarp/research/surveys_statistics/general/2014/ssqf/Texas%202014%20SS%20IG.pdf

⁴ The Texas Workforce Investment Council, People with Disabilities: A Texas Profile, 2016 Update.

III. Preamble Questions

1. *Should the maximum rate for provider of last resort service that is charged by a large service provider to a residential customer in proposed §25.43(m)(2)(A)(iii) and small and medium non-residential customers in proposed §25.43(m)(2)(B)(iv) include a safety threshold to prevent the energy charge from increasing by more than a certain percentage on a year-to-year basis? If so, what is an appropriate safety threshold?*

As discussed in regard to §25.453 we believe it was the intent of the Legislature and in the best interests of consumers to have POLR service widely available at a reasonable cost that reflects average competitive rates. The idea of limiting the amount of the increase on an annual basis is worthy of consideration. However, a rate increase cap has the potential to become a self-fulfilling prophecy that carries a presumption that the rate will increase annually. Furthermore it would be difficult to pinpoint the amount of an appropriate cap. Our preference would be to adopt a calculation methodology that would result in a rate that reflects the average price being paid in the competitive market. See comments starting on page 7.

2. *Do the acknowledgement of risk requirements in proposed §25.475(c)(3)(G) and §25.475(j) provide adequate customer protections for residential and small commercial customers that enroll in indexed retail electric products and retail electric products that allow for the pass-through of ancillary service charges? If not, should these products be prohibited for residential and small commercial customers?*

The Winter Storm disaster showcased many inadequacies in the Texas competitive market. Among these inadequacies is a lack of customer protection against price spikes. The subject of customers receiving science fiction sized bills because of choosing a rate plan marketed to them by REPs that allow the customer to bear the risk of rising market prices was a subject of much discussion in the 87th Regular Session. The concept behind the competitive market is that the industry, not the consumer, bears financial risk. These plans that index rates and pass through volatile and costly ancillary service charges are contrary to the basic market concept.

No, the proposed rule does not adequately protect residential customers from market risk. Few residential consumers possess the knowledge or the resources to monitor pricing in the ERCOT market. Indeed, even fewer know what ancillary service charges are. The responsibility for managing price risk should be solely in the hands of REPs.

It is within the authority of the Commission and it is the Commission's obligation to take the steps necessary to prevent residential customers from financial harm. PURA §39.101 (e) gives the Commission the authority to adopt and enforce such rules as may be necessary or appropriate to ensure that retail customer protections are established that entitle a customer to safe, reliable, and reasonably priced electricity. Furthermore, HB 16 is a testament to the intent of the Legislature to protect residential and small commercial customers from even having the option of buying plans under terms and conditions that can result in catastrophic electricity bills. The Commission should extend the prohibition on selling wholesale indexed products to residential and small commercial customers to all indexed products and all products that pass through ancillary service charges. The impact of even small increases in bills can be disastrous to low and fixed income families. The best way to protect vulnerable customers from unforeseen price increases is to stop REPs from selling plans to residential customers that can have sudden price increases, even if the price increases are minimal from the perspective of the average and above-average income customer.

The Acknowledgement of Risk proposed in §24.475 (i) is an indication that the customer may not fully understand the terms and conditions of the plan. It is unethical to market products to customers that may not be in their best interests. To be certain that customers are not financially harmed in future events that result in catastrophic pricing the only option available to

the Commission is to prohibit the marketing and sale of all indexed products and all products that pass through ancillary service charges to residential and small commercial customers.

IV. Comments on Proposed Rule by Section

A. §25.453 Provider of Last Resort (m) Rates applicable to POLR service.

The Public Utility Regulatory Act (PURA) §39.106 creates the Provider of Last Resort (POLR) to ultimately substitute for the obligation to serve in the regulated market. In a regulated utility market a monopoly is granted by government in return for which the utility has a legal obligation as a public utility to serve all customers in an area. In the Texas market this is true of the transmission and distribution utility (TDU) but not the REP.

PURA §39.106 states:

- (a) The commission shall designate retail electric providers in areas of the state in which customer choice is in effect to serve as providers of last resort.
- (b) A provider of last resort shall offer a standard retail service package for each class of customers designated by the commission at a fixed, nondiscountable rate approved by the commission.
- (c) A provider of last resort shall provide the standard retail service package to any requesting customer in the territory for which it is the provider of last resort.

The POLR service should be a reasonable, even long-term option for customers and its rate should reflect the rates offered in the competitive market. The POLR rate should not be punitive or designed primarily to provide temporary service in the event of financial default by a REP. Rather, it should be a standard, reasonable fixed rate product for those who choose it. In particular, we would like to see POLR as a viable option for customers subject to a switch-hold and customers on prepaid service. Customers can be subject to a switch-hold for extended periods of time. As a result of the Winter Storm market response,

some customers on wholesale indexed rates can be paying off deferred payment plans for years, be subject to a switch-hold and be unable to choose a different REP. Customers on prepaid service who have bad credit and are subject to high rates often have no other choice. In a competitive market, no customer should be captive. The POLR if properly designed, would accomplish this desirable goal. The POLR should have the obligation to serve at a reasonable rate to assure that there is a viable option for providing equal access to all customers, especially low-income, elderly and customers with disabilities.

The Standard Retail Service Package is POLR.

As TLSC stated in its comments on the Strawman Rule we have always supported the availability of a “standard retail service package” that is offered at a fixed price on a month-to-month basis that charges a single price per kWh which includes all customer costs. The standard retail service package as directed by PURA §39.106 (b) would provide a comparable electric plan option for residential customers and promote price competition in the market. A standard retail service package should be developed by all REPs and those designated as POLR for various customer load zones would use the standard retail service package for POLR pricing.

Should the Commission not pursue POLR as the standard retail service package offered at an average competitive rate and made available to a broader segment of residential customers, TLSC and AARP pose the questions below regarding the proposed calculation of rates applicable to POLR service for residential customers in §25.453 (m)(2)(A). This proposed rule fundamentally consists of averaging the previous 12 months of Real Time Settlement Point Prices (RTSPPs) for a customer’s load zone, increasing the average energy

charge by 20% and adding 6¢ per kwh for the customer charge. This formula leads to important questions as follows:

- How is the customer's load zone defined?
- How was the 120% multiplier for the energy charge determined?
- What is the basis for the 6¢ per kWh customer charge?
- If rates were calculated using the proposed formula for the past year what would the residential rate be and how does it compare to POLR rates posted for each service area for the same time period?

When the formula is applied, how will the Commission determine the load zone? Are these already established or will they be defined annually and on what basis. The rule should be clear in describing a load zone. We are unconvinced that the 120% energy charge multiplier and the 6¢ per kWh customer charge accurately represent reasonable charges in the competitive market. The basis of these assumptions should be documented and published for comment and amendment if appropriate. Most importantly, before any decision is made, the Commission should calculate and compare the results of the various calculation methodologies with current or past POLR rates.

As the Commission further studies and explains the proposed formula we recommend that the alternatives presented here be considered. These include rate calculation methods that include RTSP data normalization, and weighted average energy rate charges.

RTSP Data Normalization

Data normalization is a statistical tool used by statisticians to remove data errors and outliers. In statistics, an outlier is a data point that differs significantly from other observations. Historical data routinely is normalized to produce a result that is more

representative of the future. For example, in a utility rate proceeding it is standard practice to normalize test year revenue to reflect normal weather, growth changes in demand and customers during the year, and exclude aberrant events like hurricanes or disasters. Data normalization would exclude extraordinary events and make it more representative of the rate year. Using the proposed formula, the RTSPP data normalization proposal would result in a wholesale rate and an adder would be needed to accurately reflect the retail rate. The amount of the adder would need to be determined.

Weighted Average Energy Rate Charges

Another possible approach is weighted average energy rate charges. The POLR rate would be based on the weighted average energy rate charged to residential customers by REPs in the load zone. We believe the PUC Staff can perform this calculation based on ERCOT residential REP market share data and the PUC's public records of the REP rates charged to residential customers. The weighted average energy rate charge like the proposed formula and RTSPP data normalization would calculate a wholesale rate and an adder would be needed to accurately reflect the retail rate.

POLR service is an important component of the Texas market because it is the provider that has an obligation to serve. Prior to adopting the proposed rule the Commission should evaluate all the options and choose the one that will best serve residential customers with a reasonable rate that is competitive with other offers in the market and make POLR service available to customers subject to a switch-hold and offer POLR service as an alternative to prepaid service. Finally, the POLR service option should be visible on the Power to Choose website.

B. §25.471 General Provisions of Customer Protection Rules

As documented in Attachments A and B introduced later in these comments, some REPs adopt provisions that are contrary to PURA and PUC regulations. In some instances, they contradict PUC customer service protections. The PUC should not permit this and to that end, we recommend that Section 25.471(a)(4) be amended to state: “The rules of this subchapter control any inconsistent provisions, terms, or conditions of a REP’s terms of service or other documents describing service offerings for customers in Texas. REPs must notify the commission of all offerings and certify that each published document is fully in compliance with statutory and regulatory requirements.”

C. §25.475 General Retail Electric Provider Requirements and Information Disclosures to Residential and Small Commercial Customers.

1. §25.475 (a) Applicability.

Consistent with TLSC’s comments filed on the Strawman Rule we would like to see all of the customer protection rules apply to brokers, aggregators and REPs.

2. §25.475 (b) Definitions (5) Fixed Rate Product.

Comments on the Strawman Rule filed by REPs opposed the proposed definition of a fixed rate product which includes ancillary service charges. We support a fixed rate that does not change for the term of the contract and encourage the Commission to adopt the proposed definition of fixed rate product. It is the responsibility of the REP to hedge price increases and set prices that are competitive.

3. §25.475(c) General Retail Electric Provider requirements. (3) Specific contracting requirements (D),(E) and (F) and (G)

We support the proposed language in (D) and (E), concerning default renewal products, and proper notice of contract expiration. We strongly support the provision that requires a REP that does not provide proper notice to the customer of the expiration of a fixed price contract to continue serving the customer under the terms of the contract until proper notice is provided or the customer switches to another REP.

As discussed in our response to Preamble Question 2 we would amend §25.475(c)(3)(F) to *prohibit the marketing or sale of any indexed product or any product that passes through ancillary service charges* to a residential or small commercial customer and delete (G) concerning the customer's acknowledgement of risk.

4. §25.475(e)(2) Contract expiration and renewal offers.

We support the proposed changes to the Notice Timeline for a Fixed product in §25.475(e)(2).

5. §25.475(f) Terms of service document.

As noted earlier, we support the changes throughout the document to use the term “must” such that it will be absolutely clear to all REPs that regulatory compliance is not a “may” or a best practice. Here we urge to Commission to further improve the Proposed Rule.

Proposed Rule §25.475(f) lacks two important provisions. The first is that a Terms of Service (TOS) cannot be used as a vehicle for the waiving of statutory provisions or Commission rules. The second is that there is no process established in the rules for the periodic review of TOS documents for compliance and the enforcement of noncompliance. In a review of TOS documents we have found many provisions that are inconsistent with statute and 16 TAC. In these comments we provide language from TOS Agreements that raise concerns about REPS using the TOS as a vehicle to limit a customer's rights.

The two TOS subjects of focus are privacy of customer information and dispute resolution and binding arbitration. We believe these examples best illustrate the extent of the problem which is negatively affecting consumers and the Commission should adopt rules in this review of customer protection rules to stop these practices and provide for review and enforcement of the standards set by the Commission.

Privacy of Customer Information

PURA §§17.004(a)(6) and 39.101(a)(2) state that all buyers of retail electric services are entitled to privacy of customer consumption and credit information. Substantive Rule §25.272(c)(5) defines proprietary customer information as follows:

Any information compiled by an electric utility on a customer in the normal course of providing electric service that makes possible the identification of any individual customer by matching such information with the customer's name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing

service, individual contract terms and conditions, price, current charges, billing records, or any other information that the customer has expressly requested not be disclosed. Information that is redacted or organized in such a way as to make it impossible to identify the customer to whom the information relates does not constitute proprietary customer information.

The rule also holds REPs and aggregators to this high standard. Section 25.472 (b) states:

A REP or aggregator shall not release proprietary customer information, as defined in §25.272(c)(5) of this title (relating to Code of Conduct for Electric Utilities and Their Affiliates), to any other person, including an affiliate of the REP, without obtaining the customer's or applicant's verifiable authorization by means of one of the methods authorized in §25.474 of this title (relating to Selection of Retail Electric Provider).

There are particular circumstances where customer information is exempt from this high level of privacy protection such as when a REP provides information to a consumer reporting agency as defined by the Federal Trade Commission. Section 25.474 does not authorize burying language in a TOS to have a customer unwittingly abdicate the statutory protection of his or her personal information to third parties. Yet many REPs utilize the TOS Agreement to authorize the release of customer information to third parties, in particular collection agents and agencies. Some TOS Agreements even specify that employer information and work telephone numbers will be provided to the third party entity. To document the extent of the practice of using the TOS to waive the customer's right to the privacy of information we provide Attachment A which is a collection of excerpts from TOS Agreements posted on powertochoose.com on July 23, 2021.

The information presented in Attachment A illustrates the extent of the practice of inappropriately using the TOS as a letter of authorization to release a customer's information to collection agencies and other third parties.

Dispute Resolution and Arbitration

Substantive Rule §25.485 (c) regarding complaint handling states:

A residential or small commercial customer has the right to make a formal or informal complaint to the commission, and a terms of service agreement cannot impair this right. A REP or aggregator shall not require a residential or small commercial customer as part of the terms of service to engage in alternative dispute resolution, including requiring complaints to be submitted to arbitration or mediation by third parties. A customer other than a residential or small commercial customer may agree as part of the terms of service to engage in alternative dispute resolution, including requiring complaints to be submitted to arbitration or mediation by third parties. However, ***nothing in this subsection is intended to prevent a customer other than a residential or small commercial customer to file an informal or formal complaint with the commission if dissatisfied with the results of the alternative dispute resolution. (emphasis added)***

Some REPs use the TOS to require a customer to begin the dispute resolution process with the REP and/or establish the use of binding arbitration as the final remedy for unresolvable disputes. We provide Attachment B which contains excerpts from Terms of Service Agreements which in some cases violate §25.485(c) and some are written in language full of legalese that the average consumer would not fully comprehend.

The TOS is a contract between the REP and the customer. We are concerned that the TOS is not always compliant with Commission rules adopted to comply with PURA and protect the consumer. Discrepancies between the TOS documents may be due to a lack of understanding of the

PUC rules or it may simply be a matter of individual companies refusing to meet the standards set by the Commission. In either case, the Commission needs to be more proactive to assure that the TOS documents issued by REPs comply with all applicable laws. This can be accomplished through regular compliance reviews of the documents, providing standard language for all or portions of the document, and issuing fines when violations are found.

Shopping for electricity is a complicated task for the average consumer. Comparing TOS fine print is an almost impossible task. Those without the resources and knowledge to shop online are at a disadvantage. The customers without resources include customers who are low-income, elderly customers and customers with disabilities. Many customers trust that the sales representative is working in their best interests and gain confidence from the presence of the Commission in overseeing the process and compliance. However, the customer is unaware that an effective oversight process does not exist. There needs to be a recurring procedure for Commission review of the documents that define the business relationship between the REP and the customer.

Standard Language

The TOS is not an easily understood document for the average consumer and it is unlikely that a customer shopping for a REP would compare TOS Agreements. A more likely scenario is that the TOS is signed by a consumer trusting that the sales representative is working in his or her best interests.

We support standardized language for the entire TOS or those portions of the TOS that are governed by rule such as privacy of information, and dispute resolution. This would assure better quality customer protection and enable the Commission to readily enforce the standards established by law.

Regular Reviews

The *status quo* is untenable. There are TOS Agreements that are not in compliance with the provisions of the law established to protect customers. The Commission has been lax in reviewing these documents and enforcing compliance. We recommend the Commission review each TOS and work with each REP to bring the TOS into compliance and assess penalties for noncompliance.

Recommended Changes to the TOS Proposed Rule

We recommended the following changes presented in the order of their appearance in the Proposed Rule.

- 1) §25.475(f) Terms of service document.

Add new first sentence to §25.475(f). The terms of service document must be in compliance with PURA and 16 Texas Administrative Code; be entirely in plain, easily understood language, in the language that the customer has chosen for communication; and, must never be utilized as a substitute for a letter of authorization or override statute or administrative code.

2) §25.471(f)(1) Identity and contact information.

In addition to the REP information now required, include a website link to information about the company, specifically, the REP certification and non-competitive portions of the REP Annual Report.

3) §25.475(f)(2)(D) Pricing and payment arrangements.

Include the word “detailed” so as to read: “A detailed description of any collection fees...”

4) §25.475(f)(2)(E) Pricing and payment arrangements.

Include the word “detailed” so as to read: “A detailed description of payment arrangements...” We note that many of the existing descriptions of payment plans are so vague as to provide the consumer with no information as to whether they might qualify for help. Similarly, many REP’s actually contribute company funds to provide needed assistance to their customers

5) §25.475(f)(3) Pricing and payment arrangements.

We note that many consumers are not informed of requirements for deposit waivers, including customers who have been victims of family violence and persons who are elderly. These safety net provision should be explicitly stated in the explanation of conditions for establishing credit as required by §25.475(f)(3)(D) in the TOS document.

6) Add new §25.475 (10) Affidavit. “For every version of its TOS a REP shall submit an affidavit to the Commission certifying that it is in full compliance with PURA, 16 TAC, and all other applicable laws.”

3. §25.475(g) Electricity Facts Label.

As set forth in our response to Preamble Question 2 we support prohibiting the sale of indexed products and products that pass through ancillary costs to the customer. If the prohibition goes into effect, delete 25.475(g)(2)(b) regarding pricing disclosures for indexed products.

Whenever a rate can change under a rate plan we recommend the EFL plainly show the lowest rate and the highest rate charged under the plan or a similar plan.

4. §25.475 (h) Your Rights as a Customer disclosure.

There are cases where the TOS references the Your Rights as a Customer (YRAC). Where references were made to YRAC we were unable to access the document on the Power to Choose website and the document was not readily available on the REPs website. YRACs should be posted on Power to Choose along with the TOS and be reviewed with the TOS.

5. §25.475(i) Acknowledgement of Risk.

Should the Commission decide to prohibit the sale of indexed products and products that pass through ancillary service charges to residential and small commercial customers then this language can be deleted.

If the Commission decides to allow the sale of these products to residential customers we would suggest moving the first sentence of each disclosure to a second paragraph adding language that the pricing and ways of monitoring changes have been fully explained to the customer. A second paragraph could read as follows:

“This is an indexed product. The way my electricity will be priced has been explained to me. I have received information about how I can monitor the price and switch to another electricity plan when necessary to avoid high bills.”

There should be a responsibility on the side of the REP to make sure the customer understands the terms of the pricing agreement and how to switch plans or REPs quickly if prices increase.

D. §25.479 (c) Bill content (1)(S)

Substantive Rule §25.479 (c)(1) specifies information that must be provided on each customer’s bill. Subsection (S) requires bills to direct the customer to the Power to Choose website for more information. Because many customers have no or limited access to computers and may not be sophisticated users the bill should also provide the Power to Choose phone number. A phone number is the best option for some customers. Because we want customers to be informed the telephone number should be provided along with the website address. We recommend amending §25.479 (c)(1)(S) as follows:

“For residential customers, on the first page of the bill in at least 12-point font the phrase, "for more information about residential electric service please visit www.powertochoose.com" or call 866-797-4839.”

E. §25.498 Prepaid Service

TLSC has been outspoken in its opposition to prepaid service. It is a product that is targeted to low-income customers, has a second class set of customer protection standards which can result in the customer experiencing multiple disconnections in a single month and is high priced. On August 23, 2021 there were 8 fixed price prepaid plans on Power to Choose in zip code 77478. Five of the plans (offered by Peso Energy, Ampyra Energy, Eligio Energy

and Heritage Power), are a one-month or month-to-month contract. A fixed price contract is defined as having a minimum term of 3 months. Overall, the Commission needs to be proactive in monitoring for compliance with the rules and taking corrective action. There are inconsistencies with the rule in plain sight. There is no need for in-depth investigation to identify them.

Because prepaid service is expensive we recommend that reasonably priced POLR service be available to transition prepaid customers to post-paid service.

F. §25.499 Acknowledgement of Risk Requirements for Certain Commercial Contracts.

No comment at this time.

V. Summary and Conclusion

TLSC and AARP Texas support this effort by the Commission to review its customer protection rules and support the prohibition of selling high risk plans to residential and small commercial customers. Prohibiting the plans is the most effective way to protect residential, customers from sudden and unforeseen bill increases. This is especially important for low income and elderly customers and customer with disabilities whose pocketbooks are hit hardest by any increase in utility costs.

To better protect consumers in the competitive market there are fundamental changes that need to be made to assure affordable access to all customers and that all customers are guaranteed the same standards for conducting business.

The POLR was established to function as a provider with the obligation to serve to assure all customers have equal access to electric service. Instead the POLR is designed to offer high priced service with the intent of providing temporary, undesirable service so the customer chooses another provider or another plan. To fulfill this important element of the market,

fundamental changes need to take place. We urge you to make these changes for the welfare of residential customers and to strengthen the market.

Our comments document that the TOS Agreements governing the service of many customers are inconsistent with state law and the Commission's Rules. This situation exists because many REPS utilize the documents to override the rules and customer protection is eroded. There is no one at the Commission responsible for reviewing the documents and no enforcement action taken when violations are identified. We recommend that priorities be established to identify infractions in the documents provided by REPs to customers and information posted on Power to Choose.

We realize that there is much work to be done to prevent another disaster like the one that occurred as a result of the Winter Storm. We appreciate the opportunity to file these comments and look forward to reviewing the comments of other parties, and working with everyone involved in this project to improve the customer experience in the retail electricity market.

Respectfully submitted:



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A handwritten signature in black ink that reads "Tim Morstad". The signature is written in a cursive, flowing style.

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ATTACHMENT A

EXCERPTS FROM RETAIL ELECTRIC PROVIDER TERMS OF SERVICE AGREEMENTS AVAILABLE ON THE POWER TO CHOOSE WEBSITE ON JULY 23, 2021 PRIVACY OF CUSTOMER INFORMATION AND COLLECTIONS

Ambit Energy

Collections: In the event you default in the prompt payment of amounts due under this Agreement, Ambit Energy reserves the right to charge you for any and all fees or charges reasonable and necessary to collect or attempt to collect delinquent balances. Ambit may use the services of debt-collection agencies, consumer reporting agencies and other entities or remedies as allowed by law to collect any unpaid balances on your account.

Amigo Energy

Default & Disconnection of Service for Nonpayment. If you fail to remit payment as specified above in Billing and Payment, excluding any charges that are not for electric service, Amigo Energy may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. You will be liable to Amigo Energy for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe. In the event that you have more than one agreement with Amigo Energy for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with Amigo Energy will constitute a default under this Agreement and shall give Amigo Energy the right to terminate this Agreement and seek any other remedy available to Amigo Energy at law or in equity.

Ampyra Energy

We reserve the right to charge court costs, legal fees, and other costs in collecting past due amounts. Ampyra Energy has the following non-recurring fees. These fees will be subtracted from your account balance.

Up to \$30 for returned payments

Up to \$10 for disconnection for non-payment

Up to \$5 for customer care calls

Up to \$5 for payment processing via a live agent

Up to \$5 for credit card processing.

We must obtain information about your daily use of electricity from a third-party service provider to provide service under any offered pre-paid plan. By agreeing to this TOS, you authorize your TDU and the third-party service provider to release certain information, including service address, telephone number, Electric Service Identifier number (ESIID), historical usage information and daily use tabulated via the AMS meter at the premises. In some cases, we may also use third-party agencies to collect, analyze and/or process information on our behalf. We require such third parties to handle proprietary customer information in a manner consistent with the confidentiality requirements applicable to us under the PUCT rules. (For the full text of this rule, see www.puc.state.tx.us/rules/subrules/electric/25.472/25.472.pdf.)

Champion Energy Services

If you fail to make timely payments of the amounts due under this Contract and we refer your outstanding balance to an attorney or agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay reasonable fees and expenses (including late payment penalty, interest, administrative costs and attorney fees) that we incur during the collection process.

Cirro Energy

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

CleanSky Energy

Customer Information and Authorization: Customer authorizes CleanSky Energy to obtain information from the TDSP, including account information, historical and future electric consumption, rate classification, meter readings, characteristics of electric service, and billing and payment information. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. By providing telephone numbers, including wireless and work

numbers to CleanSky, Customer expressly consents to being contacted at those numbers by CleanSky or a party calling on behalf of CleanSky for any purpose related to Customer's account, or future possible goods or services, including debt-collection, by a live person, pre-recorded voice, and/or automated dialing. If Customer has utilized an agent or broker to contract energy purchases from CleanSky Energy, Customer authorizes CleanSky to disclose to the agent or broker information pertaining to Customer's electric purchases as applicable. Customer (and Customer's signatory, if signatory) is noted as Customer's spouse/civil union partner) agree to CleanSky obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CleanSky is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky's credit requirements.

Constellation New Energy

Customer authorizes Constellation, and Constellation reserves the right, to charge Customer's credit/debit card and/or checking account without notice for any unpaid balances that are past due. If the account is referred to a collection company, Constellation reserves the right to bill Customer a fee not to exceed thirty-three percent (33%) of the amount being collected. If the account is referred for legal actions, any and all attorney fees and court costs will be billed to the Customer. Customer shall be responsible for any and all fees associated with or incurred by Constellation in collecting any amounts owed to Constellation, including, but not limited, to attorneys' fees, court costs and any fees charged by a collection agency.

Direct Energy

We charge a 5% penalty on each late payment, unless you're qualified to receive a low-income discount as required under §25.454(i)(3) ("Rate Reduction Program" at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.454/25.454.pdf>) of the PUCT's Substantive Rules. We charge a \$25 fee on all returned checks, electronic payments or rejected credit card payments that weren't processed because of: (1) insufficient funds; (2) a lack of available credit; or (3) any other reasons for bank returns.

Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. We may also use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from

you, as a current or former customer, or other responsible persons, any and all costs, fees or charges related to the collection Direct Energy of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

Discount Power

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Eligo Energy TX

Customer shall contact Supplier if Customer anticipates having difficulty paying their bill by the due date. For payment purposes, Supplier Customer Care Representatives will only be available to process one-time bank draft or one-time credit card payments. Customer may be eligible for payment assistance or a deferred payment plan. The Disconnect Recovery charge will be assessed on Customer's account if Customer does not pay the past due amount before the date your service is subject to disconnection as stated on their disconnection notice regardless of an extension on their account for any reason, including their eligibility for payment assistance or a deferred payment plan. Supplier also offers energy efficiency programs to all customers, including low-income customers. If Customer fails to timely pay the amounts due and Supplier refers Customer's outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect their outstanding balance through probate, bankruptcy or other judicial proceedings, then Customer agrees to pay reasonable fees and expenses (including attorney fees) that Supplier incurs in the collection process.

Energy to Go

If Company initiates collection activity as allowed by law for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy, including but not limited to attorney's fees, as well as an administrative charge of \$50.00. Once an account has an inactive status with a past due balance, the account will be sent to collections within two weeks. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to pay in cash or money order for a period of twelve consecutive billing cycles. Company is not responsible for notifying

Customer of bounced checks, returned electronic payments, or failure of Auto-Pay for any reason. If there is an overpayment for any reason, it will be applied to the next invoice unless customer contacts Company and requests a refund. Upon request, if the Customer's account indicates a credit balance, a refund will be sent within 10 business days from request.

Express Energy

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

First Choice Power

We charge a 5% penalty on each late payment, unless you're qualified to receive a low-income discount as required under § 25.454(i)(3) ("Rate Reduction Program" at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.454/25.454.pdf>) of the PUCT's Substantive Rules. We charge a \$25 fee on all returned checks, electronic payments or rejected credit card payments that weren't processed because of: (1) insufficient funds; (2) a lack of available credit; or (3) any other reasons for bank returns. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. We may also use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons, any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

4Change Energy

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process. Receipt of payment will not occur if your method of payment is invalid (e.g., your

check or electronic check is not processed by the bank and is returned or your credit card payment is not processed by your credit card company). We may also disconnect your service after providing you with proper notice. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and may negatively impact your credit score. Also, if we do not receive your payment by the due date or if you do not make acceptable payment arrangements, we may use debt collection agencies, small claims court, or other remedies allowed by law to collect the amount owed, including reasonable fees and expenses (including attorney fees) that we incur in the collection process. By providing telephone numbers, including wireless and work numbers to 4Change Energy, you are expressly consenting to being contacted on those numbers for any purpose related to your account, including debt-collection, by a live person or automated service. We will not disconnect your electric service for amounts you owe for other products or services you have purchased from us that are in addition to your electric service.

Frontier Utilities

Collection agencies: When a balance has been due for over thirty (30) days, we may report the past due amount to a third party agency, for purposes of collecting the past due amount. If you dispute any balance due, you must notify us immediately, in writing, of the disputed balance. Such writing shall include, but not be limited to:

- i. the account information of the account in dispute;
- ii. be signed by an authorized person;
- iii. the amount of the dispute; and
- iv. the nature of the dispute.

If a reported amount is disputed by you, the customer, in accordance with the Fair Credit Billing Act (15 U.S.C.A. SEC 1666a(b)) - <https://www.ftc.gov/sites/default/files/fcb.pdf> and 12C.F.R. SEC 226.13(d)(2) - <http://www.fdic.gov/regulations/laws/rules/6500-1500.html#fdic6500226.13>, we will report the amount as disputed to the third party agency. We agree to work amicably and quickly to resolve any disputes regarding past due balances.

Gexa Energy

Customer Information: By entering into this Agreement, you agree that your TDU may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information.

By providing telephone numbers, including wireless and work numbers to Gexa Energy, you are expressly consenting to being contacted at those numbers by Gexa or a party acting on behalf of Gexa for any purpose related to your account, including debt-collection, payment reminders, and other account or service alerts by a live person, prerecorded or artificial voice, and/or automated phone calls and text messages. If you utilized the services of a broker, aggregator or agent in establishing your account or other services, you agree that Gexa may, but is not required to, share account information with such individual or entity.

Green Mountain Energy Power Co.

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay all reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Infuse Energy

Finally, if you do not pay the amounts owed or do not make acceptable payment arrangements, you agree to allow Infuse to collect such amounts owed using any legal means necessary, including allowing Infuse to charge any bank account(s) and/or credit card(s) on file with Infuse, and you will be responsible for paying for any costs associated with collections by any means deemed appropriate by Infuse such as consumer reporting agencies, debt collection agencies, small claims court, or other legal remedies allowed by Law to collect the amount owed and, to the extent allowed by Law, collection fees, attorney's fees, court costs, and interest.

Just Energy

You authorize [u]s to request, access, use, hold, transfer and update personal information about you (including contact, billing, credit history, and consumption information) and to obtain it from and provide it to your Utility, our affiliates, business partners and service providers that may be in Canada or the USA, and to communicate with you about other products and services offered by us and our affiliates. We will disclose any of your information where required by law. Contact a Customer Service Representative for written information on our policies and practices regarding use of your personal information.

Peso Power

If you fail to make timely payments of the amounts due under this Agreement, we reserve the right to refer the outstanding balance to a collection agent for collection. If we refer your

outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay all fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, write, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

PowerNext

PAYMENT: Payments will be due on the due date shown on the bill, which shall be no less than sixteen days from the date the bill is issued. Payments can be made by setting up recurring payments ("Auto-Pay") via a bank account or credit card by visiting www.mypowernext.com. By selecting Auto-Pay, you consent to Company automatically debiting your bank account or credit card on the Due Date on your invoice for the total amount due, including any Value-Added Services. Company will continue to collect payment via Auto-Pay until or unless you notify Company of your desire to cancel Auto-Pay or you are no longer a Customer of Company. Other payment options are: one-time payments via www.mypowernext.com, calling Company at 888-853-5141, or mailing a payment to P.O. Box 734377, Dallas, TX 75373-4377. Company will charge a 5% penalty on the outstanding balance if payment is not made by the Due Date. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if Company received no payment at all. If Company initiates collection activity as allowed by law for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy, including but not limited to attorney's fees, as well as an administrative charge of \$50.00. Once an account has an inactive status with a past due balance, the account will be sent to collections within two weeks. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to pay in cash or money order for a period of twelve consecutive billing cycles. Company is not responsible for notifying Customer of bounced checks, returned electronic payments, or failure of Auto-Pay for any reason. If there is an overpayment for any reason, it will be applied to the next invoice unless customer contacts Company and requests a refund. Upon request, if the Customer's account indicates a credit balance, a refund will be sent within 10 business days from request.

Pulse Power

PAYMENT: Payments will be due on the due date shown on the bill, which shall be no less than sixteen days from the date the bill is issued. Payments can be made by setting up recurring payments ("Auto-Pay") via a bank account or credit card by visiting www.pulsepowertexas.com. By selecting Auto-Pay, you consent to Company automatically

debiting your bank account or credit card on the Due Date on your invoice for the total amount due, including any Value-Added Services. Company will continue to collect payment via Auto-Pay until or unless you notify Company of your desire to cancel Auto-Pay or you are no longer a Customer of Company. Other payment options are: onetime payments via www.pulsepowertexas.com, calling Company at 833-785-7797, or mailing a payment to P.O. Box 734377, Dallas, TX 75373-4377. Company will charge a 5% penalty on the outstanding balance if payment is not made by the Due Date. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if Company received no payment at all. If Company initiates collection activity as allowed by law for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy, including but not limited to attorney's fees, as well as an administrative charge of \$50.00. Once an account has an inactive status with a past due balance, the account will be sent to collections within two weeks. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to pay in cash or money order for a period of twelve consecutive billing cycles. Company is not responsible for notifying Customer of bounced checks, returned electronic payments, or failure of Auto-Pay for any reason. If there is an overpayment for any reason, it will be applied to the next invoice unless customer contacts Company and requests a refund. Upon request, if the Customer's account indicates a credit balance, a refund will be sent within 10 business days from request.

Ranchero Power

If you fail to pay the amounts due and Ranchero Power incurs any costs related to our attempts to collect these amounts, then you agree to pay Ranchero Power all reasonable fees and expenses that we incur in the collection process, which may include but are not limited to reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees. Evidence of any costs claimed under this section will be provided upon request.

Reliant

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Rhythm

We use information you provide and details about your account to help us serve you better. By entering into this Contract, you agree that your TDSP may release information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. By providing telephone numbers, including wireless and work numbers to Rhythm, you are expressly consented to being contacted at those numbers by Rhythm or a party acting on behalf of Rhythm for any purpose related to your account, including debt collection, payment reminders, and other account service alerts by a live person, prerecorded or artificial voice, and/or automated phone calls and text messages. If you utilized the services of a broker, aggregator or agent in establishing your account or other services, you agree that Rhythm may, but is not required to, share account information with such individual or entity.

Shell MP Energy

If you pay through any method and there are insufficient funds, or if you pay by EFT and there are not ample funds in the account to cover the invoice, you may incur fees from your financial institution and Company will assess, and you agree to pay, a thirty dollar (\$30.00) insufficient funds fee for each transaction. If you fail to timely pay any amounts due and we refer your outstanding invoice to an attorney or collection agent for collection, file a lawsuit, are forced to collect your outstanding balance through bankruptcy, probate or other judicial proceedings, then you agree to pay any and all reasonable fees and expenses (including attorney's fees) that Company incurs in the collection process.

Southern Federal Power

If you fail to pay the amounts due and Southern Federal incurs any costs related to our attempts to collect these amounts, then you agree to pay Southern Federal all reasonable fees and expenses that we incur in the collection process, which may include but are not limited to reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees. Evidence of any costs claimed under this section will be provided upon request.

Southwest Power & Light

If you fail to make any payments due under your Agreement: (i) you agree to pay a collections processing fee of \$20.00 if your indebtedness is referred to Southwest's internal collections group; and (ii) in addition, you agree to pay reasonable fees and expenses (including attorney fees) incurred by Southwest in the collection of such indebtedness. Without limitation, if your indebtedness is placed with an attorney or collection agent for

collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then you also agree to reimburse Southwest for its collection expenses in an amount equal to between 25% and 40% of the total amount due and unpaid to Southwest. Your initial deposit demanded by Southwest (if any) is based on our estimations of your historical and future demand and usage profiles, and if your actual demand and usage data falls outside of those estimations or expectations, or if you gave us erroneous information regarding your demand and usage pattern, Southwest may require an additional deposit, or reject your enrollment request.

Spark Energy

If Customer defaults in the prompt payment of amounts due under this Agreement, Company may assess any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on Customer's account

By accepting the Agreement, you authorize Company to obtain information from the Electric Distribution Company (EDC) through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and EDC bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements or provide required deposits. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with my electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, prerecorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall

remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Company at 1-877-547-7275 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company

Summer Energy

If the account is referred to a collection company, SUMMER reserves the right to bill Customer a fee not to exceed thirty-three percent (33%) of the amount being collected. If the account is referred for legal actions, any and all attorney fees and court costs will be billed to the Customer. Customer shall be responsible for any and all fees associated with or incurred by SUMMER in collecting any amounts owed to SUMMER, including, but not limited, to attorneys' fees, court costs and any fees charged by a collection agency.

Tara Energy

If you fail to remit payment as specified above in Billing and Payment, excluding any charges that are not for electric service, Tara Energy may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. You will be liable to Tara Energy for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe.

Tara Energy will not release your proprietary customer information except as authorized under law. Tara Energy will not provide or sell this information to any other entities without first obtaining your consent. In special circumstances the PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, your TDSP, the registration agent, the Office of the Public Utility Counsel, the PUCT and agents, vendors, partners or affiliates of Tara Energy engaged to perform services or functions on behalf of Tara Energy.

Texpo Energy

If you fail to make any payments due under your Agreement: (a) you agree to pay a collections processing fee of \$20.00 if your indebtedness is referred to Texpo's internal collections group; and (b) in addition, you agree to pay reasonable fees and expenses

(including attorney fees) incurred by Texpo in the collection of such indebtedness. Without limitation, if your indebtedness is placed with an attorney or collection agent for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then you also agree to reimburse Texpo for its collection expenses in an amount equal to between 25% and 40% of the total amount due and unpaid to Texpo. Your initial deposit demanded by Texpo (if any) is based on our estimations of your historical and future demand and usage profiles, and if your actual demand and usage data falls outside of those estimations or expectations, or if you gave us erroneous information regarding your demand and usage pattern, Texpo may require an additional deposit, or reject your enrollment request.

Think Energy

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your TDSP: consumption history, billing determinants, TDSP account number, credit information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status TX.Resi.FP.022819 and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electric supply service to you and will not be disclosed to a third party unless required by law. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to terminate service. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.

Tri Eagle Energy

We will take reasonable steps to protect Your Personal Information as required by applicable law and the Public Utility Commission. We may share Your Personal Information only for the purposes related to any energy evaluation products hosted by TriEagle Energy, only as necessary and only with (i) our own employees and service affiliates, (ii) you, representative or broker, (iii) any vendors, contractors, consultants, licensors, or suppliers of us that have agreed to keep such information confidential, and (iv) any person authorized to have access to, or to whom we are required to provide or disclose, Your Personal Information under applicable law, order, exchange rule or regulation administered by the Public Utility

Commission of Texas. We will not sell Your Personal Information to third parties for any reason. If your product includes a WeatherBug® Home subscription or if you have agreed to register a smart Wi-Fi thermostat in conjunction with one of our energy conservation programs, only as necessary, will we disclose energy related data retrieved from your smart meter as well as publicly-available information about your neighborhood and your home.

TXU Energy

If Company initiates collection activity as allowed by law for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy, including but not limited to attorney's fees, as well as an administrative charge of \$50.00. Once an account has an inactive status with a past due balance, the account will be sent to collections within two weeks. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to pay in cash or money order for a period of twelve consecutive billing cycles. Company is not responsible for notifying Customer of bounced checks, returned electronic payments, or failure of Auto-Pay for any reason. If there is an overpayment for any reason, it will be applied to the next invoice unless customer contacts Company and requests a refund. Upon request, if the Customer's account indicates a credit balance, a refund will be sent within 10 business days from request TXU. If we do not receive your payment by the due date, we may charge you a late fee. Receipt of payment will not occur if your method of payment becomes invalid (e.g., your check is returned or your credit card payment is not processed by your credit card company). We may also disconnect your service after providing you with proper notice. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and may negatively impact your credit score. Also, if we do not receive your payment by the due date or if you do not make acceptable payment arrangements, we may use debt collection agencies or other remedies allowed by law to collect the amount owed, including reasonable fees and expenses (including attorney fees) that we incur in the collection process. By providing telephone numbers, including wireless and work numbers, to TXU Energy, you are expressly consenting to being contacted on those numbers for any purpose related to your account, including debt collection, by a live person or automated service. We will not disconnect your electric service for amounts you owe for other products or services you have purchased from us that are in addition to your electric service.

Veteran Energy

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process. Receipt of payment will not occur if your method of payment is invalid (e.g., your check or electronic check is not processed by the bank and is returned or your credit card payment is not processed by your credit card company). We may also disconnect your service after providing you with proper notice. We may report information about your

account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and may negatively impact your credit score. Also, if we do not receive your payment by the due date or if you do not make acceptable payment arrangements, we may use debt collection agencies, small claims court, or other remedies allowed by law to collect the amount owed, including reasonable fees and expenses (including attorney fees) that we incur in the collection process. By providing telephone numbers, including wireless and work numbers to Veteran Energy, you are expressly consenting to being contacted on those numbers for any purpose related to your account, including debt-collection, by a live person or automated service. We will not disconnect your electric service for amounts you owe for other products or services you have purchased from us that are in addition to your electric service.

V247 Power

V247 Power Corporation will provide you with a disconnection notice in the event you do not pay your bill by its due date. If payment of your past due balance is not received within ten (10) days of the Disconnection Notice, a disconnect order transaction will be issued the next business day to your TDU for service interruption. If your service is disconnected and payment is not made to restore service within five (5) calendar days of the disconnection date, V247 Power Corporation may unilaterally terminate this Contract and issue a “move-out” transaction, and customer shall be subject to and responsible for payment of any applicable Early Termination Fee. Thereafter, V247 Power Corporation may calculate all amounts due under this Contract and customer shall pay those amounts according to the payment terms. Customer shall be liable for payment of any and all fees related to and/or arising out of customer’s default, including without limitation, attorney’s fees, court costs, collection fees, and demands for payment. If customer defaults, then customer may be required to reapply for electric service and pay a deposit in order to again become a customer.

Windrose Energy

Billing, Payment and Payment Arrangements We will provide a monthly bill that will include Current Charges and the Amount Due that will be due and payable 16 calendar days from the date shown on the bill, except you agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDU or ERCOT in time to prepare and send a monthly bill. We may also issue bills less frequently or send your bills electronically if you agree to accept alternate arrangements. If you do not pay your bill by the due date, we may charge you a Late Charge of 5% on the amount for the previous month’s past-due electric service. Late Payment Penalties will not exceed the maximum amount

permitted by Law. If you fail to make timely payments of the amounts due under this Contract, we reserve the right to refer the outstanding balance to an attorney or collection agent for collection. If we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

YEP

If you fail to make any payments due under your Agreement: (i) you agree to pay a collections processing fee of \$20.00 if your indebtedness is referred to YEP's internal collections group; and (ii) in addition, you agree to pay reasonable fees and expenses (including attorney fees) incurred by YEP in the collection of such indebtedness. Without limitation, if your indebtedness is placed with an attorney or collection agent for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then you also agree to reimburse YEP for its collection expenses in an amount equal to between 25% and 40% of the total amount due and unpaid to YEP. Your initial deposit demanded by YEP (if any) is based on our estimations of your historical and future demand and usage profiles, and if your actual demand and usage data falls outside of those estimations or expectations, or if you gave us erroneous information regarding your demand and usage pattern, YEP may require an additional deposit, or reject your enrollment request.

We may charge you a Collection Recovery Fee of \$29.95 (\$15.00 for low-income customers as identified by the Low Income List Administrator) each time we initiate collections activity or provide you a written disconnection notice. The Collection Recovery Fee will be assessed regardless of whether your electric service is disconnected..

ATTACHMENT B

EXCERPTS FROM RETAIL ELECTRIC PROVIDER
TERMS OF SERVICE AGREEMENTS
AVAILABLE ON THE POWER TO CHOOSE WEBSITE ON JULY 23, 2021
DISPUTE RESOLUTION AND BINDING ARBITRATION

Ambit Energy

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at (877) 282-6248. Customer can also contact Ambit in writing at P.O. Box 864589 Plano, TX 75086. Also, the customer dispute or complaint may be submitted by either party at any time to the PUCT pursuant to its Complaint Handling Procedure. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by PUCT decision. ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.

In the unlikely event that Ambit's Customer Care department or PUCT is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. For any nonfrivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from Ambit to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

ARBITRATION AGREEMENT (1) Ambit and you agree to arbitrate ALL DISPUTES AND CLAIMS between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “Ambit,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. (1) This arbitration provision shall survive termination of this Agreement. (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at www.ambitenergy.com/arbitration-forms. (3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon

receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at www.ambitenergy.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules. (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit’s last written settlement offer made before an arbitrator was selected, then Ambit will: •pay you the amount of the award or \$10,000 (“the alternative payment”), whichever is greater; and •pay your attorney, if any, twice the amount of attorney’s fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”). If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the

proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.(5) The right to attorney's fees and expenses discussed in paragraph (4) supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws Ambit may have a right to an award of attorney's fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award. (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

Amigo Energy

Dispute Procedures. We request that you give us the opportunity to resolve any issue. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas. If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors and employees, you agree that you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us. If you choose arbitration, any dispute will be handled under the this agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA's Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a

reasoned award, if appropriate. See "Your Rights as a Customer" for further information on customer disputes. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at Fulcrum Retail Energy LLC d/b/a Amigo Energy P.O. Box 3607, Houston, Texas 77253-3607. Any dispute with respect to a bill is deemed to be waived unless Amigo Energy is notified in writing within sixty (60) days of the bill date.

Ampira Energy

Dispute or Complaints: If you have any questions, concerns, or complaints, please contact us and we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

Champion Energy Services

No dispute resolution or arbitration language in TOS.

Cirro Energy

Dispute or Complaints

If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

CleanSky Energy

Mandatory Arbitration: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein

for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the district in which you are located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in section entitled "Class Action Waiver" below. Class Action Waiver: Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION

Constellation New Energy

Dispute Resolution: Constellation and Customer agree in good faith to attempt to resolve any disputes as detailed in the YRAC. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at P.O. Box 4911 Houston, TX 77210-4911.

Direct Energy

No dispute resolution or arbitration language or nongovernmental customers in TOS.

Discount Power

Dispute or Complaints

If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay

the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

Limitations of Liability

YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

Provisions that Survive

Obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers will survive the termination of the contract indefinitely.

Eligo Energy TX

Disputes or Complaints: Customer shall contact Supplier for any questions, concerns, or complaints regarding their service with Supplier. In the unlikely event Supplier cannot immediately respond to Customer's question or complaint, Supplier will promptly investigate the matter and report its findings to Customer. During this time, Customer will not be required to pay the disputed portion of their bill. If for any reason Customer is not satisfied with Supplier's response, Customer may contact the PUCT at the following contact information: Mailing Address: Public Utility Commission of Texas, Customer Protection

Division, P.O. Box 13326, Austin, Texas 78711-3326; Telephone: (512) 936-7120 or if calling within Texas (toll-free) 1-888-782-8477; Fax: (512) 936-7003; E-Mail Address: customer@puc.state.tx.us; Website: www.puc.state.tx.us; TTY: (512) 936-7136; and Relay Texas (toll-free): 1-800-735-2989.

Energy To Go

DISPUTE RESOLUTION: Customer should contact Company at 888-853-5202 toll free on Monday through Friday between 8 a.m. and 7 p.m. US Central Time or via email at customercare@myenergytogo.com with specific comments, questions, complaints, bill questions, or if Customer feels there has been a billing error. If Customer is not satisfied with Company's attempt to resolve the problem, Customer may file a complaint with Company and request a supervisory review. If Company fails to resolve the dispute, Customer has the right to file a complaint with the PUC. The PUC contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O.Box 13326, Austin, Texas, 78711-3326; telephone (512) 936 7120 or (888) 782 8477; fax (512) 936 7003; Email: customer@puc.state.tx.us; website: www.puc.state.tx.us TTY (512) 936 7136. Furthermore, Customer agrees not to pursue or participate in any proceeding as a representative of a class, collective action, or in any other capacity than on behalf of Customer itself. **Please see your YRAC document for more information.** Customer and Company agree that Customer will only pursue claims against Company on an individual basis and will not pursue action on a class wide, representative, or consolidated basis.

Express Energy

ARBITRATION AGREEMENT

In the unlikely event that we are unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. We and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Contract;

- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the PUC. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which we had actual notice from you on the date of the amendment. You agree that, by entering into your Contract, you and ExpressEnergy are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement. This arbitration agreement shall survive termination of your Contract.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND WE AGREE THAT (1) YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR WE WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR

PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR
ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

First Choice Power

No dispute resolution or arbitration language in TOS..

4Change Energy

ARBITRATION AGREEMENT. In the unlikely event that we are unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. We and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the PUC. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which we had actual notice from you on the date of the amendment. You agree that, by entering into your Contract, you and 4Change Energy are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement. This arbitration agreement shall survive termination of your Contract. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted

by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND WE AGREE THAT (1) YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR WE WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Frontier Utilities

If you have any questions or a dispute regarding the charges on your bill or payments with respect to your account, please call us at 1-866-926- 8192. If we are unable to respond to your question or dispute, we will investigate the matter promptly and report our findings to you. You will not be required to pay the disputed portion of your charges while we investigate. If you are not satisfied with our response you may contact the PUCT. For more

Information on your rights in the event you have a dispute with your bill or information on how to contact the PUCT, please see the contact information below.

Disputes or complaints: Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a Frontier Utilities Customer Care Representative or emailing care@frontierutilities.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Frontier Utilities supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. PUCT contact information: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326 Phone: 512-936-7120 or 888-782-8477 Fax: 512-936-7003 TTY: 512-936-7136 Email: customer@puc.state.tx.us Website: www.puc.state.tx.us.

Gexa Energy

Jury Trial Waiver: TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF A NON-COMMODITY PRODUCT, OR IN CONNECTION WITH A NON-COMMODITY PRODUCT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

Arbitration, Class Action Waiver: THE PARTIES HERETO HEREBY AGREE TO RESOLVE ANY DISPUTE, CLAIM, CONTROVERSY, LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF A NON-COMMODITY PRODUCT, OR IN CONNECTION WITH A NON-COMMODITY PRODUCT, THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURAL RULES FOR COMMERCIAL DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). THE SITE OF SUCH ARBITRATION SHALL BE HOUSTON, TEXAS. THE NUMBER OF ARBITRATORS SHALL BE THREE (3). EACH PARTY SHALL APPOINT ONE ARBITRATOR AND THE TWO ARBITRATORS APPOINTED BY THE PARTIES SHALL APPOINT THE THIRD ONE. IF THE ARBITRATORS CANNOT AGREE ON WHICH ARBITRATOR TO APPOINT, THEN THE THIRD ONE SHALL BE APPOINTED BY AAA. THE ARBITRATORS SHALL APPLY TEXAS LAW. THE ARBITRATION OF DISPUTES DESCRIBED IN THIS PARAGRAPH SHALL BE IN CUSTOMER’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

Green Mountain Energy Co.

Dispute or Complaints. If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we

will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

Infuse Energy

DISPUTE RESOLUTION AGREEMENT: IF YOU ARE NOT SATISFIED WITH ANY RESOLUTION OF A DISPUTE OR COMPLAINT, YOU AND INFUSE AGREE THAT IF FURTHER LEGAL ACTION IS SOUGHT, WE AGREE IT WILL BE SOUGHT THROUGH SMALL CLAIMS COURT OR BINDING ARBITRATION INSTEAD OF CLASS ACTION IN COURTS OF GENERAL JURISDICTION. THIS AGREEMENT COVERS ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN US INCLUDING INTERACTIONS WITH OUR AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, OR ASSIGNS. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT FOR SERVICE, WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR ANY PARTICIPATION IN A CLASS ACTION. YOU ALSO AGREE THAT IF YOU CHOOSE ARBITRATION, THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT.

Arbitration allows the same damages and relief as courts and is conducted is more informal than a lawsuit in court. Arbitration has different procedures from in court, and is overseen by a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award and any award is subject to very limited review by courts. If you choose arbitration it will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This arbitration agreement shall survive termination of your Contract.

YOU AND INFUSE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. YOU AND INFUSE AGREE WE WILL NOT SEEK OR SUPPORT ANY ORDER

CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Just Energy

Dispute or Complaints. Binding Arbitration. If you have any concerns or comments related to this Agreement, you may contact us using the contact information provided above. You agree to promptly notify us of any disputed charge on your bill. You must pay the undisputed portion of your bill while a billing dispute is being resolved. We may request that you set out your billing dispute in writing. We request that you give us the opportunity to resolve any issue. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas. If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors and employees, you agree that **you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us.** If you choose arbitration, any dispute will be handled under the this agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA’s Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a reasoned award, if appropriate. Please refer to “Your Rights as a Customer” for more information.

Peso Power

No dispute resolution or arbitration language in TOS..

Pogo Energy

DISPUTE RESOLUTION Please contact us if you have specific comments, questions, complaints, or if you feel your Account Update is incorrect. You may call a Pogo Energy customer care representative at 888.764.6669 or email us at support@pogoenergy.com If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a supervisory review. If we fail to resolve your dispute it is your right to file a complaint with the PUCT. You may contact the PUCT at: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, TX 78711-

3326; telephone 888.782.8477; email: customer@puc.state.tx.us. Your YRAC document contains more information on this process.

PowerNext

DISPUTE RESOLUTION: Customer should contact Company at 888-853-5141 toll free on Monday through Friday between 8 a.m. and 7 p.m. US Central Time or via email at customercare@mypowernext.com with specific comments, questions, complaints, bill questions, or if Customer feels there has been a billing error. If Customer is not satisfied with Company's attempt to resolve the problem, Customer may file a complaint with Company and request a supervisory review. If Company fails to resolve the dispute, Customer has the right to file a complaint with the PUC. The PUC contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone (512) 936 7120 or (888) 782 8477; fax (512) 936 7003; Email: customer@puc.state.tx.us; website: www.puc.state.tx.us; TTY (512) 936 7136. Furthermore, Customer agrees not to pursue or participate in any proceeding as a representative of a class, collective action, or in any other capacity than on behalf of Customer itself. Please see your YRAC document for more information. Customer and Company agree that Customer will only pursue claims against Company on an individual basis and will not pursue action on a classwide, representative, or consolidated basis.

Pulse Power LLC

DISPUTE RESOLUTION: Customer should contact Company at 833-785-7797 toll free on Monday through Friday between 8 a.m. and 7 p.m. US Central Time or via email at customercare@pulsepowertexas.com with specific comments, questions, complaints, bill questions, or if Customer feels there has been a billing error. If Customer is not satisfied with Company's attempt to resolve the problem, Customer may file a complaint with Company and request a supervisory review. If Company fails to resolve the dispute, Customer has the right to file a complaint with the PUC. The PUC contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone (512) 936 7120 or (888) 782 8477; fax (512) 936 7003; Email: customer@puc.state.tx.us; website: www.puc.state.tx.us; TTY (512) 936 7136. Furthermore, Customer agrees not to pursue or participate in any proceeding as a representative of a class, collective action, or in any other capacity than on behalf of Customer itself. Please see your YRAC document for more information. Customer and Company agree that Customer will only pursue claims against Company on an individual basis and will not pursue action on a classwide, representative, or consolidated basis.

Ranchero Power

JURY WAIVER & CLASS ACTION WAIVER BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY. NEITHER YOU NOR WE WILL SEEK OR SUPPORT AN ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR . ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Reliant

Dispute or Complaints: If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUC.

Rhythm

No dispute resolution or arbitration language.

Shell MP Energy

BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. This Section 30 does not apply to those individual disputes decided by the PUCT. If the PUCT does not have authority regarding your individual dispute, this Section 30 will apply. We hope we never have a dispute, but if we do, you and Company agree to try for sixty (60) days to resolve it informally. If we can't, you and Company agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. This Arbitration is mandatory and not permissive.

a. Disputes Covered—Everything. Except as otherwise stated herein, the term “dispute” is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, Products, Website, Media, the software related to the Services, the Services' or software's price, your Account, advertising, marketing, communications, pricing actions, Fees, authorizations, your purchase transaction, billing, these terms, and this Agreement,

under any legal theory including contract, warranty, tort, statute, or regulation arising between User and Company, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. For example, it includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement; and claims that may arise after the termination of this Agreement. All disputes and claims must be brought within one (1) year of the claim arising or such claim is barred, abandoned and void. Unless otherwise stated in this Agreement, any arbitration hearing will be held in Houston, Texas. You understand and agree that you will arbitrate with Company in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, either you or Company may bring claims in small claims court in your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed herein. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving your dispute with Company through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY USING OUR SERVICES, USING OUR PRODUCTS, USING OUR WEBSITE, ENROLLING, AND/OR ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

b. Opting Out of Arbitration. WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF FIRST SIGNING UP FOR SERVICES OR RECEIVING THIS ARBITRATION PROVISION IF ALREADY RECEIVING SERVICES, IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING BY EMAILING US AT

NOARBITRATION@MP2ENERGY.COM OR BY CERTIFIED MAIL TO COMPANY at 21 Waterway Avenue, Suite 450, The Woodlands, TX 77380, ATTN:ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR YOUR USE OF THE SERVICES. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH COMPANY.

c. Pre-Arbitration Process.

(i) Notice of Dispute. Before commencing an action in arbitration, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that you demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. Once you have written us the letter, send it to us by certified mail to the Company's address on page 1 of this Agreement.

(ii) 60 Day Wait Period. If Company has not been able to resolve your dispute to your satisfaction within sixty (60) days from when we received your Notice of Dispute, you may start arbitration proceeding.

d. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ08043, with a copy to company. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad

hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between you and Company. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including User personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is \$10,000 or less, Company agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

f. The Arbitrator's Award. An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. g. Arbitration Fees. Except as otherwise provided in this arbitration provision, Company will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Company commences or that you commence seeking damages of \$75,000 or less. If You commence an arbitration seeking greater than \$75,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay your share of these fees, you may request a fee waiver from the AAA. In addition, Company will consider reimbursing your share of these fees if you indicate you cannot afford them and, if appropriate, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses,

unless the arbitrator determines that applicable law requires Company to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and you agree to reimburse Company for any amounts Company may have paid on your behalf.

h. Governing Law. Because the Services provided to you involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable. However, the clear intent of the Company entering in this Agreement with User is to be bound by the substantive law of Texas. Company and User agree that the arbitrator or arbitrators: (i) are bound to decide the legal issues of the terms and conditions of this Agreement in accordance with the substantive law of Texas, and (ii) are not authorized to and cannot make an award in equity.

i. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Company agree that each party may bring claims against the other only in your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Company account holders, neither You nor Company may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Company proceeds to court rather than through arbitration, You and Company each waive the right to any trial by jury through this Agreement.

j. Severability and Survival. If any other portion of this Section 8 arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be

given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

k. Future changes to Dispute Resolution Agreement. If Company makes any changes to this Section Binding Arbitration provision (other than a change to Company's Notice Address), you may reject any such change by notifying Company via e-mail at noarbitration@mp2energy.com within 30 days of the change. It is not necessary to submit a rejection of the such changes to this Binding Arbitration provision if you had already properly opted out of arbitration in compliance with the requirements of this Section 30. By rejecting a new change, you are agreeing that we will arbitrate any dispute in accordance with the language of this Binding Arbitration, in accordance with any changes that you did not reject.

Southern Federal Power

JURY WAIVER & CLASS ACTION WAIVER

BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY. NEITHER YOU NOR WE WILL SEEK OR SUPPORT AN ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Southwest Power & Light

DISPUTE RESOLUTION PROCEDURES AND COMPLAINTS: Please contact us if you have comments, questions, complaints or bill questions. Southwest's friendly knowledgeable representatives are trained to research and resolve your customer inquiries. Southwest will work hard to make sure your problem is handled and you are pleased with Southwest's service. You may also contact the PUCT. Please see the Your Rights as a Customer Disclosure ("YRAC") disclosure at www.southwestpl.com for more information. Southwest's acceptance of any partial payment from you will not relieve you of your obligation to pay the full amount owed by you, and all purported settlements must be expressly approved by Southwest in writing. Each party agrees it has a duty to mitigate damages that may result out of the other party's performance or non-performance of your Agreement, and you agree that you will irrevocably waive all disputes relating to invoices, deposits, and charges unless they are presented to Southwest in writing within 60 days after the date of the invoice (or deposit-request) to be disputed.

Spark Energy

BINDING ARBITRATION PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. This Section 8 does not apply to those individual disputes decided by the PUCT. If the PUCT does not have authority regarding your individual dispute, this Section 8 will apply. We hope we never have a dispute, but if we do, you and Company agree to try for sixty (60) days to resolve it informally. If we can't, you and Company agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. This Arbitration is mandatory and not permissive.

a. Disputes Covered—Everything. Except as otherwise stated herein, the term “dispute” is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, Products, Website, Media, the software related to the Services, the Services' or software's price, your Account, advertising, marketing, communications, pricing actions, Fees, authorizations, your purchase transaction, billing, these terms, and this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation arising between User and Company, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. For example, it includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement; and claims that may arise after the termination of this Agreement. All disputes and claims must be brought within one (1) year of the claim arising or such claim is barred, abandoned and void. Unless otherwise stated in this Agreement, any arbitration hearing will be held in Houston, Texas. You understand and agree that you will arbitrate with Company in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. Any party refusing to comply with an order of the arbitrators will be

liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, either you or Company may bring claims in small claims court in your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed herein. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving your dispute with Company through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY USING OUR SERVICES, USING OUR PRODUCTS, USING OUR WEBSITE, ENROLLING, AND/OR ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

b. Opting Out of Arbitration. WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF FIRST

SIGNING UP FOR SERVICES OR RECEIVING THIS ARBITRATION PROVISION IF ALREADY RECEIVING SERVICES, IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SPARK ENERGY, LLC RESIDENTIAL AND SMALL COMMERCIAL TERMS OF SERVICE PUCT CERTIFICATE # 10046 SPK.TX.E.TOS.D.07-01-2020 COMPANY IN WRITING BY EMAILING US AT NOARBITRATION@SPARKENERGY.COM OR BY CERTIFIED MAIL TO COMPANY AT ADDRESS ON PAGE 1 OF THIS AGREEMENT, ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR YOUR USE OF THE SERVICES. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH COMPANY.

c. Pre-Arbitration Process.

i. Notice of Dispute. Before commencing an action in arbitration, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. You

must write us a letter briefly explaining the dispute and stating the relief that you demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. Once you have written us the letter, send it to us by certified mail to the Company's address on page 1 of this Agreement.

ii. 60 Day Wait Period. If Company has not been able to resolve your dispute to your satisfaction within sixty (60) days from when we received your Notice of Dispute, you may start arbitration proceedings.

d. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to company. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between you and Company. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including User personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and nonindividualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other

arbitrations involving different customers. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is \$10,000 or less, Company agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

f. The Arbitrator's Award. An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

g. Arbitration Fees. Except as otherwise provided in this arbitration provision, Company will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Company commences or that you commence seeking damages of \$75,000 or less. If You commence an arbitration seeking greater than \$75,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay your share of these fees, you may request a fee waiver from the AAA. In addition, Company will consider reimbursing your share of these fees if you indicate you cannot afford them and, if appropriate, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Company to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of SPARK ENERGY, LLC RESIDENTIAL AND SMALL COMMERCIAL TERMS OF SERVICE Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and you agree to reimburse Company for any amounts Company may have paid on your behalf.

h. Governing Law. Because the Services provided to you involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable. However, the clear intent of the Company entering in this Agreement with User is to be bound by the substantive law of Texas. Company and User agree that the arbitrator or arbitrators: (i) are bound to decide the legal issues of the terms and conditions

of this Agreement in accordance with the substantive law of Texas, and (ii) are not authorized to and cannot make an award in equity.

i. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Company agree that each party may bring claims against the other only in your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Company account holders, neither You nor Company may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Company proceeds to court rather than through arbitration, You and Company each waive the right to any trial by jury through this Agreement.

j. Severability and Survival. If any other portion of this Section 8 arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

k. Future changes to Dispute Resolution Agreement. If Company makes any changes to this Section Binding Arbitration provision (other than a change to Company's Notice Address), you may reject any such change by notifying Company via e-mail at noarbitration@sparkenergy.com within 30 days of the change. It is not necessary to submit a rejection of the such changes to this Binding Arbitration provision if you had already properly opted out of arbitration in compliance with the requirements of this Section 8. By rejecting a new change, you are agreeing that we will arbitrate any dispute in accordance with the language of this Binding Arbitration, in accordance with any changes that you did not reject.

Summer Energy

Dispute Resolution: SUMMER and Customer agree in good faith to attempt to resolve any disputes within twenty-one (21) calendar days of notice of the dispute from either party. Any written communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the “Legal Department” at PO BOX 460485, Houston, TX 77056.

No Third Party Beneficiaries: Subject to the provisions above under “Assignment,” nothing in this Agreement shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.

Tara Energy

Dispute Procedures

We request that you give us the opportunity to resolve any issue. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas. If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors and employees, you agree that you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us. If you choose arbitration, any dispute will be handled under the this agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA’s Consumer-Arbitration Rules, available at <<https://www.adr.org/consumer>>. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a reasoned award, if appropriate. See "Your Rights as a Customer" for further information on customer disputes. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the “Legal Department” at Tara Energy, LLC 5251 Westheimer Rd. Suite 1000, Houston, TX 77056. Any dispute with respect to a bill is deemed to be waived unless Tara Energy is notified in writing within sixty (60) days of the bill date.

Texpo Energy

DISPUTE RESOLUTION PROCEDURES AND COMPLAINTS: Please contact us if you have comments, questions, complaints or bill questions. Texpo’s friendly knowledgeable representatives are trained to research and resolve your customer inquiries. Texpo will work hard to make sure your problem is handled and you are pleased with Texpo’s service. You

may also contact the PUCT. Please see the Your Rights as a Customer disclosure (“YRAC”) at www.texpoenergy.com for more information. Texpo’s acceptance of any partial payment from you will not relieve you of your obligation to pay the full amount owed by you, and all purported settlements must be expressly approved by Texpo in writing. Each party agrees it has a duty to mitigate damages that may result out of the other party’s performance or non-performance of your Agreement, and you agree that you will irrevocably waive all disputes relating to invoices, deposits, and charges unless they are presented to Texpo in writing within 60 days after the date of the invoice (or deposit-request) to be disputed.

Think Energy

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. In the event of an unresolved dispute or complaint, you may contact The Public Utility Commission of Texas (PUCT) at (512) 936-7120 or toll free at 1(888) 782-8477 between 7am-7pm CT, or by mail at P.O. Box 13326, Austin, TX 78711-3326

TriEagle Energy

RESOLUTION OF DISPUTES. The Parties shall in good faith negotiate all disputes. If negotiations fail, then the Parties may, by mutual agreement, submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Montgomery County, Texas or as agreed to by the Parties.

TXU Energy

ARBITRATION AGREEMENT: In the unlikely event that we are unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. We and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory; • claims that arose before this or any prior Contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the PUCT. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which we had actual notice from you on the date of the amendment. You agree that, by entering into your Contract, you and TXU Energy are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement. This arbitration agreement shall survive termination of your Contract.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND WE AGREE THAT (1) YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR WE WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Veteran Energy

ARBITRATION AGREEMENT In the unlikely event that we are unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. We and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your

Contract. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the PUC. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which we had actual notice from you on the date of the amendment. You agree that, by entering into your Contract, you and Veteran Energy are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement. This arbitration agreement shall survive termination of your Contract.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND WE AGREE THAT (1) YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR WE WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

V247 Power

Dispute or Complaints: If you have any questions, concerns, or complaints, please contact us by calling, email or writing. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUC.

Windrose Energy

Dispute or Complaints If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUC.

YEP

DISPUTE RESOLUTION PROCEDURES AND COMPLAINTS: Please contact us if you have comments, questions, complaints or bill questions. YEP's friendly and knowledgeable representatives are trained to research and resolve your customer inquiries. YEP will work hard to make sure your problem is handled and you are pleased with YEP's service. You may also contact the PUCT. Please see the Your Rights as a Customer disclosure ("YRAC") at **www.yeptexas.com for more information.**

YEP's acceptance of any partial payment from you will not relieve you of your obligation to pay the full amount owed by you, and all purported settlements must be expressly approved by YEP in writing. Each party agrees it has a duty to mitigate damages that may result out of the other party's performance or nonperformance of your Agreement, and you agree that you will irrevocably waive all disputes relating to invoices, deposits, and charges unless they are presented to YEP in writing within 60 days after the date of the invoice (or deposit-request) to be disputed.